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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

- and -

**PACIFIC GAS & ELECTRIC
COMPANY,**

Debtors.

**PG&E CORPORATION,
PACIFIC GAS & ELECTRIC
COMPANY,**

Plaintiffs,

v.

**PUBLIC EMPLOYEES
RETIREMENT ASSOCIATION OF
NEW MEXICO, et al.**

Defendants.

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Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

Adv. Pro. No. 19-03039 (DM)

**STIPULATION AND AGREEMENT FOR
ORDER REGARDING SCHEDULING**

[No Hearing Requested]

1 This stipulation and agreement for order (“**Stipulation and Agreement for Order**”) is
2 entered into by and between PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric
3 Company (the “**Utility**”), as debtors and debtors in possession (collectively, the “**Debtors**”) in the
4 above-captioned Chapter 11 cases, and as Plaintiffs in the above-captioned adversary proceeding
5 (the “**Adversary Proceeding**”), on the one hand, and Public Employees Retirement Association
6 of New Mexico (“**PERA**”), on the other hand. The Debtors and PERA are referred to in this
7 Stipulation and Agreement for Order collectively as the “Parties,” and each as a “Party.” The
8 Parties hereby stipulate and agree as follows:

9 **RECITALS**

10 A. On June 18, 2019, the Debtors commenced the above-captioned adversary proceeding
11 (the “**Adversary Proceeding**”) by filing Debtors’ Complaint for a Preliminary and Permanent
12 Injunctive Relief as to *In Re PG&E Corp. Securities Litig.*, 18-cv-03509 (N.D. Cal.) [Adv. Docket
13 No. 1] (the “**Complaint**”).

14 B. On June 18, 2019, the Debtors filed Debtors’ Motion for Preliminary Injunction as to
15 *In Re PG&E Corp. Securities Litig.*, 18-cv-03509 (N.D. Cal.) [Adv. Docket No. 2] (the “**Motion**”).

16 C. On June 19, 2019, this Court issued a Summons and Notice of Scheduling
17 Conference in the Adversary Proceeding [Adv. Docket No. 5] (the “**Summons**”). The Summons set
18 a scheduling conference in the Adversary Proceeding (the “**Scheduling Conference**”) for August
19 28, 2019, at 9:30 AM PDT.

20 D. On June 19, 2019, this Court issued an Order Re Initial Disclosures and Discovery
21 Conference [Adv. Docket No. 6] (the “**Discovery Order**”).

22 E. The Discovery Order requires that the Parties conduct a discovery conference (the
23 “**Discovery Conference**”) at least 21 calendar days before the Scheduling Conference, *i.e.*, by
24 August 7, 2019. The Discovery Order further requires that the Parties make initial disclosures (the
25 “**Initial Disclosures**”) and file a written discovery plan (the “**Discovery Plan**”) within fourteen (14)
26 days of the Discovery Conference.
27
28

1 F. The Parties agree that the Scheduling Conference shall be adjourned without date,
2 and that the Parties' deadlines for the Discovery Conference, Initial Disclosures, and Discovery Plan
3 shall be continued indefinitely.

4 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE**
5 **INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS**
6 **STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE**
7 **UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE COURT TO ORDER,**
8 **THAT:**

- 9 1. The Scheduling Conference shall be adjourned without date.
- 10 2. The Parties' deadlines to conduct the Discovery Conference, make Initial
11 Disclosures, and file a Discovery Plan shall be continued indefinitely.
- 12 3. If either Party, at any time, wishes to reset the Scheduling Conference, that
13 Party may request a meet-and-confer (the "**Meet-and-Confer**") with the other Party to attempt to
14 agree as to a date on which to reset the Scheduling Conference; pursuant to the Discovery Order, that
15 date shall provide the basis for the Parties' deadlines to conduct the Discovery Conference, make
16 Initial Disclosures, and file a Discovery Plan. The Meet-and-Confer must take place within ten (10)
17 days of the requesting Party's initial request to the other Party to conduct the Meet-and-Confer.
- 18 4. If the Parties cannot reach agreement as to a date on which to reset the
19 Scheduling Conference within ten (10) days of the Meet-and-Confer, any Party shall have the right
20 to request that this Court hold a status conference, on at least ten (10) days' notice, at which all
21 Parties may be heard regarding the date on which to reset the Scheduling Conference.

1 Dated: August 6, 2019

2 KELLER & BENVENUTTI LLP

3
4 /s/ Peter J. Benvenuti
Peter J. Benvenuti, Esq.

5 *Attorneys for Debtors*
6 *and Debtors in Possession*

Dated: August 6, 2019

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